**Tag Galyean Chevrolet, Inc. *and* Teamsters Local Union No. 175, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America.** Case 9-CA-16877

December 8, 1982

## DECISION AND ORDER

BY MEMBERS JENKINS, ZIMMERMAN, AND HUNTER

On August 26, 1982, Administrative Law Judge Joel A. Harmatz issued the attached Decision in this proceeding. Thereafter, Respondent filed exceptions and a supporting brief.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and brief and has decided to affirm the rulings, findings,[1] and conclusions of the Administrative Law Judge and to adopt his recommended Order, as modified herein.

## ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge, as modified below, and hereby orders that the Respondent, Tag Galyean Chevrolet, Inc., Charleston, West Virginia, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order, as so modified:

1. Substitute the following for paragraph 2(b):

"(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them in Section 7 of the Act."

2. Substitute the attached notice for that of the Administrative Law Judge.

[1] Respondent has excepted to certain credibility findings made by the Administrative Law Judge. It is the Board's established policy not to overrule an administrative law judge's resolutions with respect to credibility unless the clear preponderance of all of the relevant evidence convinces us that the resolutions are incorrect. *Standard Dry Wall Products, Inc.*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing his findings.



## APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

After a hearing at which all sides had an opportunity to present evidence and state their positions, the National Labor Relations Board found that we have violated the National Labor Relations Act, as amended, and has ordered us to post this notice.

The Act gives employees the following rights:

To engage in self-organization

To form, join, or assist any union

To bargain collectively through representatives of their own choice

To engage in activities together for the purpose of collective bargaining or other mutual aid or protection

To refrain from the exercise of any or all such activities.

WE WILL NOT discourage employees from engaging in activities on behalf of Teamsters Local Union No. 175, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, or any other labor organization, by discharging or in any other manner discriminating against employees with respect to wages, hours, or terms and conditions of employment.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce employees in the exercise of their rights guaranteed by the National Labor Relations Act.

WE WILL offer Arthur L. Rose immediate and full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed, and WE WILL make him whole for any loss of earnings he sustained by reason of our discrimination against him, with interest.

WE WILL expunge from our files any reference to the April 23, 1981, discharge of Arthur L. Rose and notify him in writing that we have done so, and that neither this discharge nor any element of it shall be used as a basis for future personnel action against him.

TAG GALYEAN CHEVROLET, INC.

## DECISION

### STATEMENT OF THE CASE

JOEL A. HARMATZ, Administrative Law Judge: This proceeding was heard by me in Charleston, West Virginia, on April 26, 1982, upon an initial unfair labor practice charge filed on May 26, 1981, and a complaint which issued on July 8, 1981, alleging that Tag Galyean Chevrolet, Inc.,[1] herein called Respondent, discharged Arthur L. Rose for reasons proscribed by Section 8(a)(3) and (1) of the National Labor Relations Act, as amended, herein called the Act. In its duly filed answer, Respondent denies that any unfair labor practices were committed. Following close of the hearing, briefs were filed on behalf of the General Counsel and Respondent.

Upon the entire record in this proceeding, including my opportunity directly to observe the witnesses while testifying and their demeanor, and after consideration of the post-hearing briefs, it is hereby found as follows:

### FINDINGS OF FACT

#### I. JURISDICTION

Respondent is a West Virginia corporation with a place of business in Charleston, West Virginia, from which it is engaged in the retail sale and service of automobiles and trucks. During the 12-month period preceding issuance of the complaint, a representative period, Respondent in the course of said operations derived gross revenues exceeding $500,000, and purchased and received at said facility goods, products, and materials valued in excess of $50,000 shipped directly from points outside the State of West Virginia.

The complaint alleges, the answer admits, and I find that Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

#### II. THE LABOR ORGANIZATION INVOLVED

The complaint alleges, the answer admits, and I find at all times material herein, Teamsters Local Union No. 175, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, herein called the Union, is a labor organization within the meaning of Section 2(5) of the Act.

#### III. CONCLUDING FINDINGS

The sole issue in this case is whether Respondent terminated Arthur L. Rose in reprisal for his union activity, as the General Counsel contends, or because of his poor sales record, as Respondent contends.

At the time of discharge, Rose was a new truck salesman, who had been employed by Respondent for about 21 months. The termination took place during early stages of an initial organization campaign at Respondent's automobile dealership. Thus, union activity opened with a telephone contact to Union Representative Baxter. The call was made by Phillip Rollins, also a truck salesman. Pursuant thereto a meeting was held with Baxter on April 2, 1981,[2] at the Union's headquarters. Respondent's employees, Rollins, Ken Simms, Jack Ellis, and the alleged discriminatee, Arthur Rose, attended. At the meeting, Rose and Rollins signed union authorization cards and obtained blank cards for distribution to fellow employees.[3] Rose volunteered to be the leader of the organization campaign. Thereafter, Rose attempted to persuade fellow employees to join and to execute authorization cards. He also acted as the conduit through which executed cards were returned to the Union.[4]

Rose, as a truck salesman, was paid on a draw plus commission basis. More specifically, he received a draw check on the 15th of every month of $581. Commission checks were paid on the fourth day of every month.[5] He was also eligible to earn a bonus of $50 on every vehicle sold which returned a profit exceeding $800. Rose was discharged some 8 days after he received his draw check, and more than 2 weeks before the date on which commissions were scheduled to be paid.

It is contended by Respondent that Rose was terminated for legitimate cause as his "sales performance was particularly poor," as evidenced by the fact that he had only sold one unit during the month of April. Denial that this action could have been union related is underscored by Respondent's claim that it had no knowledge of Rose's union activity prior to the discharge. The General Counsel disputes this, claiming that credible evidence demonstrates that Rose was discharged only after disclosing his union sentiment to Respondent's general sales manager, Jack Harris. In support of the complaint, it is further argued that the reason assigned by Respondent for the discharge was pretextual.

The facts bearing directly on motivation show that on the day of the discharge a routine daily sales meeting was conducted at 8:30 a.m.[6] During the course thereof, sales by individual salesmen were reported, and, among other things, bonuses were distributed. Two days earlier, on April 21, Rose had sold a "used Camaro" at a profit that entitled him to a cash bonus. However, Harris ran out of cash and could not pay Rose. Accordingly, after Rose reminded Harris of his sale, Harris instructed Truck Manager Glenn Moore to go to the office and have a check prepared to cover Rose's entitlement. Apparently, the meeting ended routinely, whereupon salesmen, including Rose, returned to their immediate sales area.

About 15 minutes later, Rose was summoned from the truck lot to the office of Jack Harris in the new-car showroom. It was not until the ensuing confrontation in Harris' office that Rose was informed of his discharge.

[1] The name of Respondent appears as amended at the hearing.

[2] Unless otherwise indicated all dates refer to 1981.

[3] The above is based on a composite of the credited testimony of Rollins and Rose. Simms and Ellis neither signed authorization cards nor retained blank cards on the occasion in question. There is no indication that they engaged in union activity beyond their attendance at this meeting.

[4] As indicated, Rollins obtained unsigned cards at the April 2 meeting. However, he did not distribute them to employees at the dealership.

[5] Commissions earned are to offset draw, with a payment for commissions limited to the amount by which they exceed draw.

[6] Rose testified that he arrived at the dealership a few minutes before 8 o'clock that morning. Jack Harris did not testify as to the time of his arrival that morning. In any event, the record fails to disclose any communication between Harris and Rose prior to the sales meeting.

The circumstances surrounding that action are in conflict.

Testimony adduced on behalf of the defense is to the effect that the determination to discharge Rose was made on April 22, the morning before, by Respondent's president, Brent Galyean, after a discussion with the various department managers, as to Rose's productivity.[7] Galyean allegedly decided that, because Rose only had one sale that month, he was not making enough money for the Company, and should be terminated.[8]

Harris testified that the next day, after the April 23 sales meeting,[9] he instructed that checks to which Rose was entitled be prepared.[10] Harris claims that he then called Rose to his office. Glenn Moore was present as was Ken Simms, a truck salesman, when Rose arrived.[11] Harris goes on to aver that, as Rose entered his office, he stated: "Rose, you're not doing a job for us. We can't use you anymore." At this point, according to Harris, Rose stated, ". . . well I've got something for you too," whereupon Rose removed a union card from his pocket stating, "I want you to know that I'm a representative of Teamsters . . . and you're being petitioned." As Rose was leaving, he queried whether Harris was acquainted with the law; Harris responded in the negative.[12]

On the other hand, Rose testified that, when he was summoned to the showroom by Harris, he solicited Phil Rollins and Ken Simms to accompany him, apparently as witnesses. Simms and Rollins apparently agreed to go to the new-car showroom, and left before Rose. When Rose got to Harris' office, Harris was busy and asked Rose to wait. Nonetheless, Simms was in Harris' office at the time. Ultimately, according to Rose, when he entered the office, he spoke first, handing his union authorization card to Harris, while stating that he was represented by the Teamsters, and that he had something for Harris to read. The card was laid on the desk, and Harris indicated that he did not have his glasses. Rose volunteered to read it, and did so, finally indicating, "we're organizing a union at Tag Galyean and want to let you know that." Harris then got his glasses and himself read the card. He then stood up and said here's your bonus money and insurance check, while adding, "you're fired."[13]

In the total circumstances, I reject the testimony of Galyean, Harris, and Moore that the decision to terminate Rose was made prior to April 23. Instead, consistent with the position of the General Counsel, I am convinced that the discharge was a spontaneous reaction by Harris to disclosure by Rose of his union support. For, as shall be seen, the entirety of Respondent's evidence, when examined against undisputed, objective fact, not only fails to stand up to scrutiny, but also is so patently false as to confirm both the accuracy in the scenario depicted by Rose and Rollins and the inference of discrimination which arises on the more probable evidence.

It is first observed that the evidence offered to portray Rose's adverse sales record was thoroughly unconvincing. Despite his employment of some 21 months, Respondent's proffer telescopes a compacted 3-week period within a time frame marked by generally low sales in the industry. While claiming that Rose was costing the Company money, Respondent conceded that Rose's commissions always exceeded draw, and no competent evidence was offered that in any complete month his yield was less than the pro rata operating expenses shared by all salesman. Nor was any effort made by Respondent to compare Rose's sales performance as against that of other salesman[14] or to refute testimony that, in March 1981, Rose sold six to seven vehicles, receiving bonuses on half of said sales. Also left undenied was testimony that in March Rose distinguished himself by having made the sale reflecting the highest profit achieved by a salesman that month.

While the effort to demean Rose's job performance was unconvincing the pretext emerges with added clarity upon consideration of the core of the defense, i.e., a denial of knowledge concerning Rose's union activity. Obviously, this denial was an extension of the claim that the decision was actually made the day before the discharge on the morning of April 22. In contrast with that claim, however, undisputed factors point to a hastily

[7] It is the sense of testimony offered through Harris and Galyean that the decision was made in the course of that discussion. This view cannot be reconciled, however, with testimony of Truck Sales Manager Glenn Moore, who attended the meeting, but relates that he first learned that Rose would be discharged on the evening of April 22. Furthermore, no explanation is offered by Respondent as to why, if said determination was made on April 22, Rose was not informed thereof until after the sales meeting on April 23.

[8] No evidence was adduced by Respondent as to the sales experience of Rose during any other time frame. Thus, specific evidence substantiating Respondent's position is limited to Rose's performance during a 3-week period.

[9] The only dispute arising from the April 23 sales meeting relates to testimony by Rose that Harris read employees a poem pertaining to a philosophy that if one cannot be loyal to his employer one should quit. Harris denied same. In this respect, as Rose was not corroborated, I am inclined to give the benefit of the doubt to Harris.

[10] The only checks to which Rose was entitled on that occasion were a bonus check and an insurance check. Neither was of the variety uniquely related to termination. Indeed, it is undisputed that it was at the earlier sales meeting that Glenn Moore was told to secure the bonus check. The insurance check was drawn on the carrier and made payable to Rose directly, compensating him for earlier claims under Respondent's health insurance program. It is of interest that Harris first testified that there were three checks delivered to Rose at the time of termination. He later corrected his testimony to disclose that there were only the two described above.

[11] Respondent affords no explanation as to why Harris would have engaged in a planned discharge interview in the presence of Simms, who according to Respondent's own evidence, was present throughout. Simms was not called by either side.

[12] Harris' account was corroborated by Moore in all essential respects. Galyean also attests that he made the discharge decision the day before.

[13] The testimony of Rollins, an incumbent employee at the time of the hearing, corroborated that of Rose in material respects. He related that, though he was not in the office, he could overhear and observe what transpired. He confirmed that Harris discharged Rose only after being informed by Rose of the latter's union support and that Harris afforded no reason for such action

[14] Resp. Exh. 1 purports to be a list of employees terminated since April 1980. According to testimony of Galyean, all six that were shown to have been discharged were terminated for lack of sales. Assuming the truth of that testimony, such evidence is of little utility, for nowhere are the immediate circumstances surrounding said discharges defined under conditions permitting comparison with the sales record of Rose. I would note, however, that, unlike Rose, with the exception of Clendenin, the listed discharges corresponded either to the time frame in which monthly draw was paid or when sales performance for an entire month was subject to evaluation. Furthermore, according to testimony of Kyle McMillion, a former used-car manager, Clendenin was in a low sales group but also had a problem attending daily sales meetings.

contrived, rather than predetermined, discharge. Thus, Rose was not informed of his termination until after the sales meeting on April 23. Indeed, no separation notice had been prepared at the time. Furthermore, another salesman, Kenneth Simms, was present at the time of discharge, a factor more in harmony with spontaneous action than with planned implementation of a previously made decision. In any event, it is difficult to understand just why Rose's sales performance would have been topical on April 22.[15] For, just 1 or 2 days earlier, he had closed a sale returning a profit at bonus levels.[16]

That Harris acted precipitantly and alone in eliminating Rose is evident from other undisputed facts as well. Thus, pursuant to Respondent's established policy, employees are counseled individually and warned before being discharged for low sales.[17] There was no time to extend such treatment to Rose.[18] This departure from established practice was complemented by further testimony on the part of Harris himself that department managers are responsible for communicating discipline to employees, and that Harris never before directly informed an employee of a discharge. His intercession in this instance was unexplained. These unusual circumstances surrounding the discharge were capped by plain evidence that Harris at the time thereof searched hard for justification. Indeed, I find that it was neither through accident nor neglect that Harris signed a termination slip in April 23 specifying the reason for the separation of Rose as: "no work available."[19]

From the foregoing, it is apparent that Respondent terminated the key protagonist of the Union during the early stages of an organization drive on stated grounds that were palpably false. In the total circumstances the conclusion is inescapable that Rose was terminated, as the General Counsel contends, through a "spur-of-the-moment" reaction by Respondent's general sales manager because of and immediately after Rose's disclosure of union sentiment. On this basis, I find that Respondent discharged Rose in violation of Section 8(a)(3) and (1) of the Act.[20]

[15] The timing of the discharge had no relationship to the date on which bonuses were evaluated and paid and took place a week after Rose, without incident, had been paid his monthly draw. As of this latter date, Rose had recorded no prior sales for the month. Note also that the discharge occurred prior to the last week of the month, a period in which, as Harris conceded, salesmen experience their highest level of output.

[16] Hardly enhancing the credibility of Respondent's overall defense was the unbelievable effort by Harris to diminish the significance of this sale. Thus, the initial testimony he afforded on examiantion by Respondent's counsel in that regard was as follows:

MR. WILSON: Do you know how he came to have that used car sale?

MR HARRIS: It was a customer of mine.

MR. WILSON: How did he get it?

MR. HARRIS: I turned it over to him.

That this attempt to belittle that sale was founded upon highly misleading testimony is evident from the testimony of Mr. Harris on examination by me:

JUDGE HARMATZ: And just when was it that you referred this customer of yours to Mr. Rose.?

MR. HARRIS: He brought the customer down to the showroom to sell him a used Camaro. I knew the customer. That's why I helped him with the deal.

JUDGE HARMATZ: But you weren't the initial contact on that customer, were you?

MR. HARRIS: No, sir.

JUDGE HARMATZ: Who was?

MR. HARRIS: Rose.

JUDGE HARMATZ: So it really wasn't your customer. You may have helped with the deal a little bit, but—

MR. HARRIS: Well I've been there so long, everybody comes to me when they come there, referrals.

JUDGE HARMATZ: Let's go back over this, this is kind of important. You got me all confused. A customer came in, tell me, what is the man's name?

MR. HARRIS: Mr. Sizemore.

JUDGE HARMATZ: All right, tell me when you first saw him on the premises.

MR. HARRIS: Rose brought him into the showroom and said he was selling him a used car, and he was a friend of mine.

JUDGE HARMATZ: Who saw him first? You or Mr. Rose?

MR. HARRIS: Rose.

JUDGE HARMATZ: Rose saw him first.

MR. HARRIS: On the used car lot.

[17] The above is based upon credited testimony of the former used-car sales manager, McMillion. Although as shall be seen, I reject McMillion's testimony where contradicted, in this regard, his account would be clearly within the knowledge of Respondent. The failure to deny in this instance impresses as to the accuracy of this aspect of McMillion's testimony.

[18] Rose credibly denied any prior warning. It is not entirely clear that Harris disputed this. Thus, the following colloguy between the General Counsel and Harris is consistent with Rose's testimony:

GENERAL COUNSEL: Prior to the time you discharged Mr. Rose, did you ever tell him that you might be fired for low sales?

MR. HARRIS: Many times. Every time I saw him.

GENERAL COUNSEL: Every time you saw him?

MR. HARRIS: I'd be appraising a car for him or just walking through and talking to him. I never threatened to fire him no time.

GENERAL COUNSEL: What did you tell him?

MR. HARRIS: I always told him, "Son, you ought to get off your hind-end and sell some cars."

GENERAL COUNSEL: You never told him he might be fired because of low sales?

MR. HARRIS: No.

GENERAL COUNSEL: Did you tell that to other employees too, that they ought to get their sales up?

MR. HARRIS: You better believe it.

GENERAL COUNSEL: It was pretty common during this period in early 1981, sales in general were real bad, weren't they?

MR. HARRIS: Right.

[19] See G.C. Exh. 3. The separation notice was prepared by a secretary, who submitted it to Harris for signature. At the hearing, when Harris was confronted with the separation notice, he testified that he had "no idea" why it contained the reason expressed thereon. He stated that he simply signed the document at the secretary's request, explaining further, "I've signed many many times, whatever she hands me." Upon a prejudicially leading question by Respondent's counsel, Harris speculated that the termination slip was perhaps prepared by the secretary in this fashion to enhance Rose's opportunity to collect unemployment insurance. On the contrary, that Harris consciously struggled to develop a palatable reason for the termination of Rose is also evident from credited testimony of Rollins that, after the discharge, Harris explained that it was prompted by Rose's hauling Amway products in his demonstrator.

[20] The record includes no credible proof of union animus. In this respect, the testimony of Kyle McMillion, a witness for the General Counsel, was not considered reliable. McMillion, while Respondent's used-car manager, quit Respondent's employ in March 1982. Among other things, he testified that, at a management meeting prior to the discharge, suspicion was expressed that Rose and Rollins were union protagonists and further that Harris made a statement that management would figure out a way to discharge union supporters. I credit Respondent's denials that any such statements were made. In this regard. I was not impressed with McMillion's capacity for recollection, and at several points he afforded testimony which seemed a product of bias. As indicated, however, aspects of his testimony relative to Respondent's practices and policy, which testimony was left by Respondent to stand uncontradicted, have been accepted. In any event, on the credited facts, animus is viewed as

*Continued*

## CONCLUSIONS OF LAW

1. Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Union is a labor organization within the meaning of Section 2(5) of the Act.

3. Respondent violated Section 8(a)(3) and (1) of the Act by on April 23, 1981, discharging Arthur Rose, to discourage employees from engaging in union activity.

4. The above unfair labor practice is an unfair labor practice affecting commerce within the meaning of Section 2(6) and (7) of the Act.

## THE REMEDY

Having found that Respondent has engaged in certain unfair labor practices it shall be recommended that it cease and desist therefrom.

Having found that Respondent discriminatorily discharged Arthur L. Rose on April 23, 1981, it shall be recommended that Respondent be ordered to provide him immediate reinstatement to his former position, or, if that position no longer exists, to a substantially equivalent position and to make him whole for earnings lost from the date of his discharge to the date of a bona fide offer of reinstatement, less net interim earnings. Said backpay is to be computed on a quarterly basis as prescribed by *F. W. Woolworth Company*, 90 NLRB 289 (1950), with interest as prescribed in *Florida Steel Corporation*, 231 NLRB 651 (1977).[21] It shall be further recommended that Respondent be directed to expunge from its records any reference to the discharge of Arthur L. Rose on April 23, 1981, and to provide said discriminatee with written notice of said expunction and to inform him that said termination will not be used as a basis for any further adverse personnel action.[22]

Upon the foregoing findings of fact, conclusions of law, and upon the entire record herein, and pursuant to Section 10(c) of the Act, I hereby issue the following recommended:

## ORDER[23]

The Respondent, Tag Galyean Chevrolet, Inc., Charleston, West Virginia, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discouraging employees from engaging in union activity by discharging, or in any other manner discriminating against them with respect to their wages, hours, or other terms and conditions of employment.

(b) In any like or related manner restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action which is deemed necessary to effectuate the policies of the Act:

(a) Offer Arthur L. Rose immediate reinstatement to his former position, or, if not available, to a substantially equivalent position, without loss of seniority or other benefits, and make him whole for any loss of earnings by reason of the discrimination against him in the manner set forth in the section of this Decision entitled "The Remedy."

(b) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(c) Expunge from its files any reference of the discharge of Arthur L. Rose on April 23, 1981, and notify him in writing that this has been and that evidence of this discharge will not be used as a basis for future personnel action against him.

(d) Post at its place of business in Charleston, West Virginia, copies of the attached notice marked "Appendix."[24] Copies of said notice, on forms provided by the Regional Director for Region 9, after being duly signed by Respondent's representative, shall be posted by Respondent immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to ensure that said notices are not altered, defaced, or covered by any other material.

(e) Notify the Regional Director for Region 9, in writing, within 20 days from the date of this Order, what steps Respondent has taken to comply herewith.

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dispensable herein in that under the credited facts union activity furnishes the sole explanation for the discharge. But if further support were needed, the thoroughly unbelievable nature of Respondent's defense would suffice to provide the missing element, in accordance with *Shattuck Denn Mining Corporation (Iron King Branch)* v. *N.L.R.B.*, 362 F.2d 466, 470 (9th Cir. 1966), wherein it was stated that "If . . . the stated motive for a discharge is false . . . [one] certainly can infer that there is another motive. More than that . . . [one] can infer that the motive is one that the employer desires to conceal—an unlawful motive—at least where . . . the surrounding facts tend to reenforce that inference."

[21] See, generally, *Isis Plumbing & Heating Co.*, 138 NLRB 716 (1962).

[22] See, e.g., *Sterling Sugars, Inc.*, 261 NLRB 472 (1982).

[23] In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

[24] In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."